

**DISTRICT OF COLUMBIA COURTS  
SOLICITATION, OFFER AND AWARD  
FOR SUPPLIES, OR SERVICES**

**ISSUED BY:** DISTRICT OF COLUMBIA COURTS  
ADMINISTRATIVE SERVICES DIVISION  
PROCUREMENT AND CONTRACTS BRANCH  
616 H STREET, N.W., ROOM 622  
WASHINGTON, D.C. 20001

**ISSUED: 6/15/2015**

**SOLICITATION NUMBER: DCSC-15-RP-0050**

**CLOSING DATE: 7/7/2015  
CLOSING TIME: 2:00PM**

**OFFER/BID FOR: C Street Expansion Data Wire Removal**

**MARKET TYPE: Open**

**TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	23
X	B	Supplies or Services & Price /Cost	6	X	I	Contract Clauses	26
X	C	Description/Specs. Work Statement	9	X	J	List of Attachments	30
	D	Packaging and Marking	12	X	K	Representation Certificates	31
X	E	Inspection and Acceptance	13	X	L	Instructions, Conditions, Notices	34
X	F	Deliveries and Performance	17	X	M	Evaluation Factors for Award	45
X	G	Contract Administration Data	18				

**OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”**

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.		
<b>OFFEROR</b>  Name:  Street: City, State: Zip Code:  Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature   <div style="text-align: right;">(Seal)</div>	Date:
	Impress Corporate Seal  Corporate (Secretary)	
		(Seal) (Attest)

**AWARD (To be completed by the District of Columbia Courts)**

CONTRACT NO. \_\_\_\_\_ AWARD AMOUNT \$ \_\_\_\_\_

ACCEPTED AS TO THE FOLLOWING ITEMS:

\_\_\_\_\_  
DISTRICT OF COLUMBIA COURTS

BY: \_\_\_\_\_  
CONTRACTING OFFICE

CONTRACT PERIOD: \_\_\_\_\_

\_\_\_\_\_  
AWARD DATE

**All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Darryl Allen, Contract Specialist at allendm@dcsc.gov**

This solicitation is an **OPEN MARKET** procurement.

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

**NOTE:** Offeror may acknowledge addendum here or on addendum or both.

### **2. WALSH-HEALY ACT**

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- ( ) The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- ( ) The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Offeror is not a Manufacturer pursuant to Clause 28 of the District of

Columbia Courts General Contract Provisions.

**3. BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions ), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

---

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

---

**4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_\_(a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- \_\_\_\_(b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that

the signatory;

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

---

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. TYPE OF BUSINESS ORGANIZATION**

Offeror operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_, ( ) a joint venture, ( ) other.

**5. PAYMENT IDENTIFICATION NO.**

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

## PART I

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts are seeking a qualified Contractor to label existing production cables and remove abandoned and old cabling located at 500 Indiana Avenue N.W., Washington, D.C. 20001 (the H Carl Moultrie Courthouse), C St. Level Data Center. The Courts intends to award a firm-fixed-price contract as a result of this solicitation.
- B.2 The offeror's shall submit a price for the services specified below in Section B.4.1 and in accordance with Section C, Scope of Services, of this Request for Proposals (RFP).
- B.3 **CONTRACT PRICE:**
- B.3.1 This Contract shall be a Firm Fixed Price Contract (Project management, cable survey & cable design document, and removing abandoned cables within the following floors: C Street Level thru 4th floor East and West telephone closets C, H, J rear of H Carl Moultrie Courthouse).
- B.3.2 The Cost Breakdown schedule and pricing form must be filled out for all pricing components.
- B.3.3 **Contractor shall determine what values to include in pricing and conduct a mandatory walk-through of the project as a pre-bid requirement.**
- B.4 **PRICE SCHEDULE AND PAYMENTS**
- B.4.1 Below is an example summary of the pricing elements of the Firm Fixed Price for the Data wire removal cleanup.

#### FIXED PRICE SUMMARY

Item #	Item Description	Unit Price	Quantity	Total Price
0001	Project management			\$
0002	Cable survey, selective demolition & cable removal document			\$
0003	Removing abandoned cables			\$
0004	Labeling production cables			\$
				\$
Total				\$

## B.5 BACKGROUND/GENERAL

The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals, the highest court of the District; the Superior Court of the District of Columbia, a trial court with general jurisdiction over virtually all local legal matters; and the Court System, which provides administrative support functions of both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the nation's capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will continue into the future.

**The Data wiring demolition areas are within the H Carl Moultrie Courthouse within the East and West Wings and South Side, along with the DC Courts telephone closet's located within the following: C-East, H-East and J-West. The demolition areas are within the following floors:**

C- Level: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

JM Level: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

1<sup>ST</sup> Floor: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

2<sup>ND</sup> Floor: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

3<sup>RD</sup> Floor: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

4<sup>TH</sup> Floor: 500 Indiana Avenue N.W., Washington, D.C. 20001  
(Moultrie Courthouse)

- B.5.1 One of the Courts IT Data Centers is located at the C level of the Moultrie Courthouse. The Moultrie Data Center used to be the only Data Center for the Courts that hosted the legacy mainframe systems and communication systems. Over the life of the Moultrie Courthouse, accumulation of old, abandoned wire and Communications cabling have become a major issue from a legal standpoint as well



as a safety standpoint. Numerous modifications, reconfigurations and technology updates have resulted in thousands of feet of unused cables abandoned in open plenum ceilings, and in hollow walls and risers. Significant portions of this cabling is not live due to personal moving to swing space with the anticipation of the C Street Expansion future construction.

Abandoned cabling not only adds to the fire loading levels of the building, it also restricts the air flow in the return air plenums. In direct response to these issues, the National Electrical Code (NFPA 70, NEC) recognizes the extent and seriousness of the matter by mandating the removal of all accessible, abandoned cabling from the building.

B.5.2 The NEC defines abandoned Communication Cable as “Installed communications cable that is not terminated at both ends at a connector, or other equipment, and not identified for future use with a tag.” The NEC is adopted by the D.C. Regulatory Authority (DCRA), the Authority Having Jurisdiction (AHJ), as an applicable code. Hence, requirements of the code are to be complied with.

B.5.3 Furthermore, the Courts plan to build new office space on the south side of the H Carl Moultrie Courthouse which has been mandated to remove all unused data cables in the space prior to new construction.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1

### **STATEMENT OF WORK**

#### **I. Project Management**

The Contractor shall describe performance standards in terms of program management activities that include (but are not limited to) schedule management; budget management; project management; resources management; contract management; relationship management including coordination with end users and other vendors that may be working in adjacent spaces on other projects; communications management; and change management activities.

#### **II. Cable Survey, Selective Demolition & Cable Design Document**

The Contractor shall conduct a comprehensive communications wiring system survey throughout the South side of the Moultrie Courthouse. The survey shall examine all telephone closets where cabling is installed. This includes ceiling spaces, communications closets, risers, and vacated office space on the south side of the Moultrie Courthouse.

- A.** The survey process shall be sequenced to coincide with The Master Moultrie Courthouse Project Schedule to assure that the cabling work will begin prior to areas where construction will start over the next several months. These projects and their start dates shall be identified by the Capital Projects and Facilities Management Division.
- B.** The survey shall include not only identification of the abandoned cable, but also testing, permanently labeling and documenting all cables remaining in use. The survey shall document the cable types and cable pathway throughout the building. The survey shall result in all wiring identified as – in use, tagged for future use or abandoned.
- C.** The survey shall include a thorough investigation, which may require selective partial demolition of existing ceiling, walls or finishes. Where such selective demolition is required, it shall be performed under this contract. Demolished ceilings, walls, finishes etc. shall be restored to their original condition. Cable layout, labeling naming convention and cable connectivity shall be documented in the Cable Design Document and coincide with The DC Courts Cable & Wire Management Procedures Manual 2010.
- D.** The survey shall start at the telecommunications closets and be followed by risers, ceiling spaces and vacated office spaces to identify all cabling.

- E.** The contractor shall cover and protect all equipment from dust and debris during construction.
- F.** The Contractor shall protect orange tubes that carry Building fiber in the data center reference the DC Courts Cable & Wire Management Manual 2010 section 3.2.0

### **III. Labeling production/spare cables & removing abandoned cables**

- A.** All cables shall be tested, secured and identified as either active or inactive. Cables remaining as active (in use) shall be permanently labeled and documented as such.
- B.** Cables identified as not in use / abandoned shall be marked on both ends using red tags or easily discernible means for removal.
- C.** Any cabling identified as future reuse shall be tagged as such. The cable identified as future use shall be provided with the tags at each end to include the intended date of activation and a description of the future use.
- D.** The active / in use cables shall be tagged to identify at the connector and equipment end per cable identification convention established by the previously referenced DC Courts Cable and Wire Management Procedures Manual 2010 page 3 section 3.1.0. The cable in use shall be tested, permanently labeled, secured and documented.
- E.** Upon completion of initial survey and identification of the cables, all findings shall be submitted to the Courts' IT division for their review and or comment.
- F.** The orange tubes, currently utilized for the protection of the fiber cables, shall remain after the equipment is relocated. Refer to the DC Courts Cable and Wire Management Manual 2010 section 3.2.0
- G.** The cable removals shall be scheduled to minimize disruption to the occupant. The removals shall be scheduled to coordinate with ongoing and or future construction projects.

## **PART 1**

### **SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection Of Services.**

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
  - (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
  - (c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
  - (d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
  - (e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities, and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises, provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.
- (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery

or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

## **E.2 Inspection of Services.**

- (a) "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by



the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

F.1.1 The term of the contract shall be for eighteen (18) months from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

### **F.2 Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverables specified below within the designated time frames:

F.2.1 Contractor shall provide a project schedule within (7) seven business days of the contract award. An initial schedule shall be created to outline the tasks and associated timelines for the project. The project schedule shall take into consideration the master building construction schedule. Once information, requirements, and priorities have been verified and approved by the COTR, the schedule shall be finalized and then distributed to the IT Dept. and ASD.

F.2.2 Contractor shall provide a Cable Design Document that contains labeling naming convention, cable layout, cable pathway, connectivity, and color schemes within (7) business days of the contract award. Reference the DC Courts Cable & Wire Management Manual 2010 section 3.0.

## **SECTION G -CONTRACT ADMINISTRATION DATA**

### **G.1 Payment/Invoices.**

The Contractor shall be compensated in the following manner:

G.1.1 The Contractor shall prepare invoice in duplicate and submit them to the **Contracting Officer's Technical Representative (COTR)**. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

### **G.1.2 Terms of Payment**

Payments shall be dispersed upon a predetermined percentage of completion; 25%, 50%, 75%, and with final payment due at 100% - Substantial Completion. Inspection shall occur at every level to assure work is completed in concordance with Courts Standards and regulations.

G.1.3 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.6 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.2. **Payment Office.**

G.2.1 The Contractor shall prepare and submit invoices to:

Accounting Supervisor  
Financial Operations Division  
D.C. Superior Court  
616 H Street, N.W., Suite 600  
Washington, D.C. 20001  
202-879-2813

G.3 **Billing/Payment.**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **Progress Payments**

- I. Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- II. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- III. Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner no later than Thirty (30) days after the Owner receives the correct Application for Payment.
- IV. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire contract sum among the various portions of the Work. The schedule of values shall be prepared in such form and

supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- V. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- VI. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - A. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%) to be modified as described in Section 5.1.8. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
  - B. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10.00%);
  - C. Subtract the aggregate of previous payments made by the Owner; and
  - D. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of attached AIA Document A201-1997.
- VII. The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
  - A. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner and Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
  - B. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**VIII.** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.2.8/ VI /i. and A.2.8/ VI / ii. above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Until the contract completion exceeds fifty percent (50.00%), the retainage will be held at ten percent (10.00%) of the value of the work completed to date. For each Application for Payment after fifty percent (50.00%) completion is achieved, retainage will be equal to ten percent (10.00%) of the current total contract amount, regardless of the actual current percentage of completion.

- IX.** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**G.5 Final Payment**

- A.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- i. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
  - ii. A final Certificate for Payment has been issued by the Owner.
- B.** The Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Owner's final Certificate for Payment.

**G.6 Audits.**

- G.6.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

- G.7 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**
- G.7.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:
- Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001
- G.7.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:
- NAME: Sidney J. Hare  
TITLE: Network Operation Manager  
DIVISION: Information & Technology  
ADDRESS: 410 E St. NW, Washington, DC 20001
- G.7.3 **Authorized Representative of the Contracting Officer.**
- G.7.4 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.
- G.7.5 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors.**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 Disclosure of Information.**

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 Rights in Data.**

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.



H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

#### H.4 **Security Requirements**

The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

#### H.5 **Publicity**

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### H.6 **Wage Rates**

The Contractor is bound by the attached Wage Determination No. \_\_ Revision No. 17, dated 12/2014, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as Attachment J. 9 \_\_\_\_\_. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

**I.1      Applicability of General Provisions Applicable to the D.C. Courts Contracts.**

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

**I.2      Restriction On Disclosure and Use of Data.**

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

**I.3      Ethics in Public Contracting.**

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

**I.4      Disputes.**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

**I.5      Laws and Regulations.**

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

**I.6      Non-Discrimination.**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11( Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

**I.7 Examination of Books and Records.**

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

**I.8 Record Keeping.**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

**I.9 Subcontracts.**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**I.10 Protest.**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

**I.11 Insurance.**

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

**I.12 Cancellation Ceiling.**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2015, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

**I.12.2 Property Rights**

The Courts will retain all intellectual property rights of the original materials and all products resulting from this project shall be the property of the Courts and may not be used or distributed for any purpose without prior written consent of the

Courts. Offeror's must deliver any copies to the Courts and is not to reproduce or republish in any form.

### **PART III**

#### **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

##### **SECTION J - LIST OF ATTACHMENTS**

- J.1            General Provisions Applicable to D.C. Courts Contracts**
- J.2            Anti-Collusion Statement**
- J.3            Ethics in Public Contracting**
- J.4            Non-Discrimination**
- J.5            Certification of Eligibility**
- J.6            Tax Certification Affidavit**
- J.7            Certification Regarding a Drug-Free Workplace**
- J.8            District of Columbia Courts Release of Claims**
- J.9            Wage Determination**
- J.10          AIA Document A201-1997**
- J.11          DC Courts Cable & Wire Management Procedures Manual 2010**

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

##### **K.1 Certification Regarding a Drug-Free Workplace.**

##### **K.1.1 Definitions. As used in this provision:**

K.1.1.1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4. "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2. By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing),



for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and

- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized  
Representative

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

##### **L.1 Proposal Submission and Identification.**

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

*Solicitation Number: DCSC-15-RP-0050*

*Caption: C Street Expansion Data Wire Removal*

*Proposal Due Date & Time: July 7, 2015; 2:00PM*

##### **L.1.3 Confidentiality of Submitted Information.**

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.1.4           **Offerors may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1       **Offerors submitting their proposals by mail must mail their proposals to the following address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Darryl Allen, Contract Specialist  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001

L.1.4.2       **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Darryl Allen, Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 612  
Washington, D.C. 20001

L.2            **Proposal Information and Format.**

L.2.1           At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2           Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered.  
**The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.9 – Price Proposal.**

**Volume I - Technical Proposal shall comprise the following tabs and information: (See example below)**

<b>Tab A</b>	<b>Technical Approach:</b> <ol style="list-style-type: none"> <li>The offerors approach to managing risk and minimizing/avoiding service disruption when configuring high-availability networks.</li> <li>A detailed schedule plan showing the estimated start and finish dates of all major activities.</li> <li>Describe the method/approach by which work will be sequenced and timed to maintain uninterrupted network operations by key personnel.</li> </ol>
<b>Tab B</b>	<b>Qualifications of Offeror:</b> <ol style="list-style-type: none"> <li>Experience in performing electrical engineering tasks independently in IT Data Center</li> <li>Experience in installing and removing fiber, communication and network cables in IT Data Center</li> </ol>
<b>Tab C</b>	<b>Experience of Key Personnel:</b> <ol style="list-style-type: none"> <li>Demonstrate the corporate team has the experience, staff, resources and organizational stability to support the project over its lifecycle.</li> <li>Demonstrate experience in cable management</li> <li>Demonstrated experience and knowledge in Project Management.</li> <li>Demonstrated experience in administering real time customer support and services.</li> </ol>
<b>Tab D</b>	<b>Past Performance:</b> <ol style="list-style-type: none"> <li>The services have been provided in contracts of equal or larger size providing similar and or like services, with</li> </ol>

	<p>successful problem resolution and delivery of requirements on time and within budget.</p> <p>b. Three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address:</p> <ul style="list-style-type: none"> <li>i. adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;</li> <li>ii. timely service delivery, adhering to work schedules and deadlines;</li> <li>iii. demonstrating a commitment to customer satisfaction; and</li> <li>iv. positive working attitude.</li> </ul> <p>c. The Courts will not rate or score price, but will evaluate each cost proposal for realism, reasonableness, and completeness. Although the technical response is greatly more important than price, the closer the technical evaluations, the greater influence price will have on the selection.</p>
--	---

**L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:**

<b>Tab A</b>	<b>Price Information -detailed price breakdown of all price (See also, clause L.2.9)</b>
<b>Tab B</b>	<b>Contractual Information – all other required information as specified in Clause L.2.4 and L.10</b>

**L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.2.4 General Information.**

**L.2.4.1 Each Offeror must provide the following information in this section:**

**L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;**

- L.2.4.1.2 Ownership structure;
- L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.
- L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;
- L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**
- L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.4.1.7 Name, address, and current phone number of offeror's contact person.
- L.2.8 **Disclosure.**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
  - L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**
  - L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**
  - L.2.8.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.
- L.2.9 **Price Proposal.**
- L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

- L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.**
- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.



L.4           **Questions.**

L.4.1           Questions concerning this Request For Proposals must be directed by **e-mail** to:

Darryl Allen, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
E-mail address: allendm@dcsc.gov  
Telephone: 202-879-4245

L.4.2           For further information on submission of questions, please refer to section L.5 of this RFP.

L.5           **Explanation to Prospective Offerors.**

L.5.1           **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than July 21, 2015 by 2:00p.m.**  
Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6           **Changes to the RFP.**

L.6.1           The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7           **Contract Award.**

L.7.1           The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2           The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

**L.7.3 Final Proposal Revisions (FPRs).**

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

**L.8 Cancellation of Award.**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.9 Official Offer.**

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits and Other Submissions.**

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

**L.11 Retention of Proposals.**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA.**

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

**L.13 Examination of Solicitation.**

L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.14 Acknowledgment of Amendments.**

L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.15 Right to Reject Proposals.**

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

**L.16 Proposal Preparation Costs.**

L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.17 Prime Contractor's Responsibilities.**

L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The

Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

**L.18 Contract Type.**

L.18.1 This contract is a firm fixed price contract.

**L.19 Failure to Respond to Solicitation.**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

**L.20 Signing Offers and Certifications.**

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.21 Errors in Offers.**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.22 Authorized Negotiators.**

L.22.1 The offeror shall include in its proposal a statement indicating those persons

authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.23**

**Acceptance Period.**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

**L.23**

**Site Visit:**

**L.23.1**

A mandatory site visit will be held at 10:00 p.m. on July 14, 2015 at the H Carl Moultrie Courthouse, 500 Indiana Avenue NW, Washington, D.C. 20001. We will assemble in the lobby by the Information Office. All interested persons/firms should plan to attend and be on-time.

## **PART V**

### **SECTION M - EVALUATION FACTORS**

#### **M.1 Evaluation for Award.**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

#### **M.2 Evaluation Criteria**

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Technical Approach	0-35
M.2.2	Qualification of Offeror	0-25
M.2.3	Experience of Key Personnel	0-25
M.2.4	Past Performance	0-15
	<b>TOTAL</b>	100

#### **M.3 Price Proposal Evaluation**

M.3.1 The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism. The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of  $x$  people, the price proposal must account for  $x$  people)?

M.3.3 Reasonableness. In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- a. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- b. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

M.3.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?

- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

**M.4 Prospective Contractor's Responsibility**

- M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
  - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - M.4.1.3 A satisfactory record of performance;
  - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
  - M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.